Cliff. (U. S.) 590, Fed. Cas. 2, 198; *Citizen's Bank* v. *Spencer,* 126 Iowa 101, 101 N. W. 643; *Cheeney* v. *Inhabitants of Brookfield,* 60 Mo. 53. Where general power exists to contract with reference to the subject-matter of an express contract invalid for some irregularity of its execution, but where the form and method of contracting does not violate any statutory restriction upon the power to contract, the municipality is liable for the benefits received under the invalid contract. Where, however, the statute or the charter subjects the municipality to "restrictions as to the form and method of contracting that are limitations upon the power itself, the corporation cannot be held liable by either an express or an implied contract in defiance of such restrictions." 3 MCQUILLIN, MUN. CORP., § 1181. In some cases, though, recovery has been allowed on the theory that the municipality is estopped to deny that all of the statutory requirements have not been met. *Moore* v. *Mayor of New York,* 73 N. Y. 238; *Chicago* v. *Pittsburg, etc. R. Co.,* 244 Ill. 220. For an exhaustive analysis of the cases on this general subject of the quasi-contractual liability of the municipality, see 9 MICH. L. REV. 671. As to liability for services performed under void contracts, see 17 HARV. L. REV. 343.

PERPETUITIES—FUTURE ESTATES—TIME FOR VESTING.—K made a devise to A for life, after A's death to M for life with power of appointment by will to such persons as M wished, and in default of appointment, to M's children in fee. M left a will by which she gave her property to her husband, W, for life with remainder in trust for her children until they became 21 years of age, when they were to have the fee. P was M's only child, and having attained the age of 21, contracted to sell to D a lot of the land acquired through M's will. D later refused to accept the land, claiming that P did not acquire good title under M's will because of the rule against perpetuities. *Held,* that P's title was good. Future estates or interests must vest within a life or lives in being at the time of their creation and 21 years and a fraction to cover the period of gestation. To test the validity of the execution of a power, the devise of M must be read as if it were a part of K's will. When thus read, it is as follows: (1) to A for life, (2) to M for life, (3) to W for life, (4) in trust for M's children until they become 21 when they shall have the fee. The estate thus vests within the time prescribed by law. *Levenson* v. *Manly* (Md. 1913) 87 Atl. 261.

It is a well settled rule of law that the time in which an estate must vest is as stated above. It is also as well settled that the general rule is as laid down by GRAY, that in testing the remoteness of an appointment pursuant to a power, the length of time must be reckoned from the creation and not from the exercise of the power. GRAY, PERPETUITIES (2 ed.) § 473. There are exceptions to this, however. In the case of a general power where the donee can appoint whomsoever he wishes either by deed or will, the courts consider that the donee is *dominus* of the property, which is equivalent to owning the fee, and the validity of the exercise depends upon the distance of the interest from the exercise. GRAY, PERPETUITIES (2 ed.) § 524. The difficulty and conflict in the decisions arises when the power is general as to whom the donee may appoint, but the power can only be exercised by will. GRAY says that in

such a case the same rule applies as in the case of a special power. He supports his rule by the decision, *In re Powell's Trusts,* 39 L. J. (Ch.) 188, and says that this is the weight of authority. GRAY, PERPETUITIES (2 ed.) § 526b. This rule seems to have been followed in this country wherever the question has been raised, and this seems to have been done mainly because of the powerful influence which Mr. GRAY'S views have had. *Genet* v. *Hunt,* 113 N. Y. 158; *Thompson* v. *Livingston,* 6 N. Y. Super. Ct. 539; *Lawrence's Estate,* 136 Pa. St. 354, also the principal case, of which the facts are given above. In a recent note in 26 HARV. L. REV. 64, this rule as laid down by GRAY is very much questioned both upon principle and authority, and it is true that the case of *In re Powell's Trusts,* upon which the decisions of the American courts are, at least indirectly, based, has been entirely overruled in England. *Rous* v. *Jackson,* 29 Ch. D. 521; *In re Flower,* 55 L. J. Ch. 200; *Stuart* v. *Babington,* 27 L. R. Ir. 551.

PHYSICIANS AND SURGEONS—LIABILITY FOR UNAUTHORIZED OPERATION.—An infant aged eleven was operated upon for adenoids by defendant at the instance and request of an adult sister, but without parental sanction. The child never recovered consciousness after the administration of the anæsthetic, and died during the operation. The parents knew nothing of the operation until after the death of the child. *Held,* the surgeon was liable for the death in an action brought by the parents. *Rishworth* v. *Moss* (Tex. 1913) 159 S. W. 122.

That consent to a surgical operation is necessary except in cases of emergency, is uniformly the holding of the courts. Such consent must be given by the person himself if capable, or by some one with authority to consent for him if the person is incapable. Consent may be implied from the circumstances of the case. *Mohr* v. *Williams,* 95 Minn. 261; *Pratt* v. *Davis,* 224 Ill. 300; *State, use of Janney* v. *Housekeeper,* 70 Md. 162. Whether consent may be implied is ordinarily a question for the jury. So far as the writer has been able to ascertain, the question of a surgeon's liability for an unauthorized operation upon an infant has been before the courts in but one other case. In *Bakker* v. *Welsh,* 144 Mich. 632, an infant aged seventeen was operated upon without parental consent and died. He was accompanied to the offices of the surgeon by an adult sister. The court in its opinion held that it would be too harsh an application of the rule to hold the surgeon liable. The principal case says of the reasoning in *Bakker* v. *Welsh,* supra, "The decision of the court is entirely unsatisfactory and without valid reason for its rendition," and of the two cases logic would seem to be with the Texas Court. See, however, comment on *Bakker* v. *Welsh,* in 5 MICH. L. REV. 40. The question was attempted to be raised in *Luka* v. *Lowrie,* 171 Mich. 122, and in *Wood* v. *Wyeth,* 106 App. Div. 21, but these cases were decided on other grounds.

PLEADING—COMPLETE DEFENSE PLEADED AS A PARTIAL DEFENSE.—The complaint demanded the possession of, or the value of, certain fire apparatus installed by the plaintiff in the defendant's building. In his answer the defendant pleaded facts which, if true, would have been a complete defense,